

Interexchange Service

P.S.C. KY No. 1

INFONET TELECOMMUNICATIONS CORPORATION

OF

El Segundo, California

Rates, Rules and Regulations for Furnishing

Resale of Interexchange Telecommunications Services

Throughout the Entire State of Kentucky

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

MAR 29 2002

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY Stanley D. Bell
SECRETARY OF THE COMMISSION

ISSUED: February 27, 2002

EFFECTIVE: March 29, 2002

ISSUED BY: Infonet Telecommunications Corporation

BY: Paul A. Galleberg, Secretary

Interexchange Service

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
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PUBLIC SERVICE COMMISSION
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COMM. OF THE COMMONWEALTH OF KENTUCKY

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ISSUED BY: Paul A. Galleberg
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Interexchange Service

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Interexchange Service

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase of Rates
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Reduction of Rates
- T - Change In Text or Regulations But No Change In Rate or Charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).I.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1. DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the Customer to receive or send communications.

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Cancellation of Order - A Customer initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Infonet Telecommunications Corporation, unless specifically stated otherwise.

Commission - Refers to the Public Service Commission of Kentucky.

Company - Infonet Telecommunications Corporation, also referred to as "Carrier " or "Infonet Telecom".

Completed Calls - Completed calls are calls answered on the distance end. In the event a Customer is charged for an incomplete call, the Company will issue a credit to the Customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a Customer.

Disconnect - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - Carrier's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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Interexchange Service

1.1 Definitions: (continued)

Infonet Telecom -- Refers to Infonet Telecommunications Corporation.

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Services - The provision of long distance measured time communications telephone service to Customers who access the Carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the Customer or otherwise provided at its own expense (the Customer is responsible for arranging for the access line).

Message - A completed telephone call by a Customer or user.

Network Terminal - Any location where Carrier provides services described herein.

Normal Business Hours -- 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Term Agreement -- A standard Carrier contract with the Customer in which the Customer commits to purchase service from the Carrier for a specified period of time.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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Interexchange Service

1.2 Abbreviations

ICB – Individual Case Basis

IXC – Interexchange Carrier

LATA – Local Access Transport Area

LDA – Local Distribution Area

LEC – Local Exchange Carrier

MTS – Message Toll Service

PBX – Private Branch Exchange

V&H – Vertical and Horizontal

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Interexchange Service

SECTION 2. RULES AND REGULATIONS**2.1 Carrier Undertaking**

Carrier provides long distance message toll telephone service to Customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the Customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Carrier network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice when necessitated by conditions beyond its control or when the Customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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2.3 Use of Service

- 2.3.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.3.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals authorizations, licenses, consents and permits.
- 2.3.3 The Company may require Customers for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- 2.3.4 The minimum period for service is one year, unless otherwise noted in the Customer service agreement. The Company requires a written contract with the Customer prior to providing service.
- 2.3.5 The Customer service agreement will include a minimum volume commitment of \$100,000 per month, unless otherwise noted in the Customer service agreement. The minimum volume commitment may be met by the Customer based on intrastate and interstate interexchange telecommunications services purchased by Customer from the Company in Kentucky and any other state(s) covered in the Customer service agreement.

2.4 Limitation of Liability

- 2.4.1 Customer's sole remedy for any damages, claims or causes of action arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be the credits to the Customer provided in Section 2.5. Except as set forth above, the Company shall not be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or business interruption, or for any lost profits of any kind or nature whatsoever arising out of any defects or any other cause. In the event of an interruption in service or any defect in the service whatsoever, neither the Company nor any affiliated or unaffiliated third party provider or operator of facilities employed in the provision of the service shall be liable for any direct, indirect, consequential, special, actual, punitive or any other damages, or for any lost profits of any kind or nature whatsoever. Moreover, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission of service, which are caused or contributed to by the negligence or willful act of the Customer or Authorized User, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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Interexchange Service

2.4 Limitation of Liability (continued)

- 2.4.2 The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.4 Carrier shall be indemnified and held harmless by the Customer against all other claims arising out of any act or omission of the Customer in connection with any service provided by the Carrier.
- 2.4.5 The Company may also, without obtaining the further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer shall not, without prior written consent of the Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.
- 2.4.6 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of Section 2.4 of this tariff, the tariff shall prevail.
- 2.4.7 The Company requires a written contract with the Customer prior to providing service.
- 2.4.8 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.

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Interexchange Service**2.4 Limitation of Liability (continued)**

- 2.4.9 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.4.10 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.4.11 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.
- 2.4.12 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

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Interexchange Service**2.4 Limitation of Liability (continued)**

2.4.13 The Carrier shall not be liable for and the Customer indemnifies and holds the Carrier harmless from and against any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the premises, of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of the equipment or wiring provided by the Carrier where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Carrier's gross negligence. Further, the Customer indemnifies and holds harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer, against claims for infringement of patents or copyrights arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of the channels, equipment, and/or communications systems provided by the Customer, is subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify Carrier of any interruption in service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by or within the Customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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Interexchange Service**2.7 Customer Responsibility**

2.7.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:

- A. The Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the Customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment provided and billed for by Carrier.

- A. Credit allowances for failure of service or equipment starts when the Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer.
- B. The Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act, or omission of the Customer or in wiring or equipment connected to the terminal.

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2.7.3. Credit Allowance (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
 2. Interruptions of service for implementation of a Customer order for a change in the service;
 3. Interruption caused by the negligence of the Customer or his authorized user;
 4. Interruptions of service because of the failure of service or equipment due to Customer or authorized user provided facilities.

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Interexchange Service**2.7.4 Cancellation by Customer**

- A. If a Customer orders services requiring special equipment and/or facilities dedicated to the Customer's use and then cancels his order before the service begins, a charge will be made to the Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the Customer.
- B. Cancellation Prior to Expiration of Term: If a Customer cancels service prior to completion of the Term Agreement for any reason whatsoever, the Customer agrees to pay the Company the following sums which shall become due and owing as of the effective date of cancellation or termination and be payable within thirty (30) days all costs fees and expenses incurred in connection with:
1. All non-recurring charges reasonably expended by the Company to establish service to the Customer, plus
 2. Any disconnection, early cancellation or termination charges reasonably incurred by the Company or paid to third parties by the Company on behalf of the Customer, plus
 3. All recurring charges specified in the applicable Service Order and Tariff for the then current terms, including any charges relating to volume commitments specified therein.
- C. Month-to-month service may be canceled by Customer only on thirty (30) days prior written notice to the Company.

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Interexchange Service**2.7.5 Payment and Billing**

- A. Each Customer bill will set forth the company's name, address and toll free Customer Service telephone number which is available 24 hours per day. Each bill will list the charges for individual calls made and taxes will be listed as separate line items. The date after which a penalty may apply to the gross amount shall be indicated on the Customer's bill.
- B. Payment is due upon receipt, but will be considered timely if paid within 20 days after the date of the bill.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The Customer is responsible for payment of all charges for service furnished to the Customer by the Carrier. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. In accordance with KAR 5:006 Section 8(3)(h), Customers failing to pay a bill for services by the due date will be charged a one-time late payment penalty on the amount owed for such services. Any payment received by the Customer will first be applied to the bill for services rendered.

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Interexchange Service**G. Disputed Charges**

1. Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customer's account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
2. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a Late Payment Fee on the unpaid charges.

2.7.6 Application of Charges

The charges for service are those charges in effect during the period in which service was furnished.

2.7.7 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached by dialing the toll free number set forth on all bills. (Toll Free: 1-800-766-8737)

Any unresolved disputes may be directed to the attention of the Commission. The Commission's toll free number for customer complaints is: 1-800-772-4636.

In the event of a dispute concerning an invoice, the Customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

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Interexchange Service**2.7.8 Taxes and Fees**

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), North American Numbering Plan Administration, Telecommunications Relay Services, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's services.

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Interexchange Service**2.7.9 Late Payment Fees**

If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%, or the maximum rate allowed by law.

2.7.10 Deposits

- A. Customers for service or existing Customers may be required to provide the Company a security deposit in an amount not to exceed two months estimated billings plus any applicable non-recurring charges. Any request for deposit will be in compliance with Commission Rules. A deposit does not relieve the Customer of the responsibility for prompt payment of bills on presentation.
- B. When a service or facility is discontinued, the amount of a deposit, if any, applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at the Customer's option, return the deposit or credit it to the Customer's account.
- C. Deposits held will accrue interest at the fixed rate specified by the Commission. Interest is credited to the Customer annually, and upon termination of service, or upon return of the deposit by the Company.
- D. Deposits will be refunded or released within thirty (30) days after disconnection of service or after twelve (12) months of service, whichever comes first, unless the Company has issued two or more terminating notices during the twelve (12) month period, or unless the Customer has not signed a Term Agreement and operates on a month-to-month basis.

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SECTION 9 (1)

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SECRETARY OF THE COMMISSION

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ISSUED BY: Paul A. Galleberg
Infonet Telecommunications Corporation
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Interexchange Service

2.8 Carrier Responsibility**2.8.1 Calculation of Credit Allowance**

Pursuant to limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. When a minimum usage charge is applicable and the Customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.
- C. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

2.8.3 Fractional Monthly Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period service was discontinued. Divide the number of days by thirty days and then multiply by the monthly charge.

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Interexchange Service**2.9 Cancellation or Termination of Service by Company**

- 2.9.1 For nonpayment: Upon five (5) days written notice to the customer, the Company may terminate service to a Customer for nonpayment of undisputed charges without incurring any liability for damages due to loss of telephone service to the Customer.
- 2.9.2 Infonet Telecom may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- A. For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B. For use of telephone service for any purpose other than that described in the application.
 - C. For neglect or refusal to provide reasonable access to Infonet Telecom or its agents for the purpose of inspection and maintenance of equipment owned by Infonet Telecom or its agents.
 - D. For noncompliance with or violation of Commission regulation or Infonet Telecom's rules and regulations on file with the Commission. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Infonet Telecom's equipment or service to others.
 - E. Without notice in the event of tampering with the equipment or services owned by Infonet Telecom or its agents.
 - F. Without notice in the event that a dangerous condition exists which could subject a person to immediate harm.
 - G. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Infonet Telecom may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
 - H. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 3. DESCRIPTION OF SERVICE AND RATES**3.1 Timing of Calls**

The Customer's monthly usage charges for Carrier service are based upon the total number of minutes the Customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There are no charges incurred if a call is not completed.

3.2 Start of Billing

Billing starts on the Start of Service date, which is the first day which service is actually provided to the Customer. Billing ends on the End of Service date, which is the last day or any portion thereof that service is provided to Customer.

3.3 Interconnection

Services furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the Customer's expense.

The Customer is responsible for taking all necessary legal steps for interconnecting his Customer provided terminal equipment or communications systems with Carrier's. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in Customer provided terminal equipment or Customer provided communication systems such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing Customer, except as otherwise agreed in advance and in writing. The Customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges are generally flat rated. However, if a rate is based on the airline mileage between points, the calculations are made as follows:

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates defined by AT&T in its FCC tariff No. 10.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

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3.7 Service Offerings

The Company provides the following services:

3.7.1 Message Toll Service

Dialing is achieved by Customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1 + calls to the Company's network.

3.7.2 Inbound 8YY Service

Inbound 8YY Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the Customer's location. Inbound 8YY services originate via normal shared use facilities and are terminated via the Customer's local exchange service access line.

Carrier will accept a prospective Inbound 8YY service Customer's request for up to ten (10) 8YY telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for 8YY number reservations must be made in writing, dated and signed by a responsible representative of the Customer. Carrier does not guarantee the availability of number(s) until assigned. The 8YY services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible Customer.

If a Customer who has received a number does not subscribe to Inbound 8YY service within 90 days, the company reserves the right to make the assigned number available for use by another Customer.

3.7.3 Operator Service

Operator Assisted Services are provided by and billed by the Company's underlying carrier.

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SECTION 4. RATES AND CHARGES**4.1 Usage Charges and Billing Increments****4.1.1 Usage Charges**

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the Customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

4.2 Switched Access Outbound Rates

\$0.14 per minute

Billed in whole minute increments

4.3 Inbound 8YY Service

\$0.14 per minute

Billed in whole minute increments

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4.4 Directory Assistance

The Company's Customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls, within the State.

Directory Assistance Charge Per Call: \$0.80

4.5 Customer Dialed Calling Card

The Company's Customers will be billed the following per call charge for which live or automated operator assistance is provided for call completion and/or billing.

Customer Dialed Calling Card: \$0.50

4.6 Returned Check Charge

Any Customer issuing Carrier check(s) returned to Carrier will be charged \$15.00 per check.

4.7 Special Promotions

Carrier may from time to time offer special promotions to Customers upon prior Commission approval of such promotion.

4.8 Pay Telephone (Payphone) Surcharge

A surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the Customer's bill, this charge is reimbursed to the pay telephone service provider. The initial charge is \$0.30 per call, but may vary from time to time as the Federal Communications Commission or payphone service providers change the rate for pay telephone compensation.

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SECTION 5. SPECIAL ARRANGEMENTS

5.1 General

Individual Case Basis (ICB) pricing will be developed and used for special circumstances and services that are not listed in this tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis.

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